

# Town of Tupper Lake Regular Town Board Meeting

February 13, 2014

Roll Call: Supervisor Patricia S. Littlefield  
Councilman John Quinn  
Councilman Michael Dechene  
Councilwoman Kathleen Lefebvre  
Councilman Rick Skiff

Recording Secretary: Laurie J. Fuller – Town Clerk

Press: Mary Peryea – Tupper Lake Free Press  
Shaun Kittle – Adirondack Daily Enterprise

Also: Paul O’Leary – Assessor/Code Officer  
Mike Fritts – Youth Activity Director  
William Dechene – Highway Superintendent  
Mike Gaff – Littlewolf Beach/ Campground Caretaker  
Kirk Gagnier – Town Attorney

Guest: Gary Beaudette – Tupper Lake Snowmobile Club  
Lyndon Fuller – Tupper Lake Snowmobile Club  
Dean Fountain – Franklin County Traffic Safety Board  
Dave Werner – Franklin County Traffic Safety Board  
Michelle Clement – Tupper Lake Chamber of Commerce  
Clarence Bell – Tupper Lake Chamber of Commerce  
Fred LaMere – Resident

Supervisor Littlefield called meeting to order at 7:01 p.m. opening with the Pledge of Allegiance.

## Items added to the Agenda

- \*Councilman Quinn would like one Town board member to attend Village’s Monthly board meeting. (4.19)
- \*Make Committee appointment for Councilman Skiff (4.20)

### 1. Dean Fountain & Dave Werner Franklin County Traffic Safety Board:

Dean Fountain, Law Enforcement Coordinator for the Franklin County Traffic Safety Board spoke to board members about how they work with State Police, Forest Rangers, Park Police, work with snowmobile safety set up check points to help stop intoxicated drivers, sit in unmarked vehicles to help stop cell phone & texting use. Funding comes out of the Governor’s Traffic Safety out of Albany.

They have two grants one for highway safety, Pedestrian safety and one for the car seat program. Set up Speed trailers.

Dave Werner, Vice Chairman for the Franklin County Traffic Safety, also writes the Did You Know Articles. Dave deals a lot with road signs, putting proper road signs up, works with Highway Superintendents.

### 2. Tupper Lake Snowmobile Club donation:

Garry Beaudette, from the Tupper Lake Snowmobile Club presented a check for \$2,500.00 as promised by the club, to use towards the new trail groomer purchased recently by the town.

### 3. Clarence Bell Tupper Lake Chamber of Commerce:

Michelle Clement and Clarence Bell, representing the Tupper Lake Chamber of Commerce appeared before the town board to request the board’s approval of a proposed joint Town/Village destination marketing request for proposals.

4. Fred LaMere

Racquette River Drive Sewer Smell:

Mr. Fred LaMere lives in the area of Racquette River Drive and in his new residence he has notice a sewer smell.

Councilman Dechene, who lives on Racquette River Drive, stated this has been an ongoing issue for years. I approached the town board back in 2009, an investigation was done and charged back to the district, which caused some problems.

Supervisor Littlefield stated we need to look into this and fix the problem; I have been in contact with Mark Robillard, Village Water & Sewer Superintendent, and previous Superintendent Bob Fuller, Racquette River residents and Andy Abdeallah, Engineer.

Mr. LaMere feels if it is the engineering problem the district should not have to pay to fix it.

Supervisor Littlefield stated we will contact the Town Attorney and see what our next step is.

5. Approve proposed Town and Village Joint  
Destination Marketing RFP:

All Town Board members agreed this needs to be joint proposal.

A motion to issue the Request for Proposals for now only from the Town, if agreed do jointly after Tuesday's Village board meeting was made by Councilman Quinn.

Seconded by Councilman Dechene

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre & Skiff

## The Town of Tupper Lake, Village of Tupper Lake and Tupper Lake Chamber of Commerce

Submit Notice Requesting Proposals For:

# Tourism Marketing & Planning Services



## February 2014

### REQUEST FOR PROPOSAL (RFP)

The Town of Tupper Lake, Village of Tupper Lake and Tupper Lake Chamber of Commerce have recently reaffirmed their commitment to tourism and are requesting proposals from qualified firms to develop and implement a three-year strategic tourism plan for Tupper Lake.

The goal of the tourism plan is improve the quality of life for the residents of Tupper Lake by: stimulating the Tupper Lake economy through tourism, creating jobs that employ Tupper Lake residents, attracting entrepreneurs to grow and bring new business to Tupper Lake and developing opportunities for young talent to live in Tupper Lake to build a vibrant workforce and tax base.

### BACKGROUND

Tupper Lake is situated in just about the exact middle of the 6 million acre Adirondack Park. The town is easy to reach because it's at the crossroads of the Adirondack (Route 30) and Olympic (Route 3) Scenic Byways. A gentle rolling landscape of hills, lakes, ponds and streams makes Tupper Lake the headquarters for the "10 Rivers Region". From within a 30 mile distance in all directions one can explore the 10 major rivers that flow from within the Adirondack Park: Cold River, Raquette River, Beaver River, Marion River, Hudson River, Oswegatchie River, St. Regis River, Bog River, Grass River and the Saranac River.

The town sits on the shore of nine-mile long Big Tupper Lake and has a distinct history of pioneers, loggers, and Adirondack Guides. The railway arrived in town in the 1890's and much of the modern town

was built in the boom years that followed. After that Tupper Lake soon became the lumber capital of New York. Today, Tupper Lake still has a mixture of businesses, including lumbering, which gives the town a distinct flavor.

Over the year's Tupper Lake's close knit community has lead to some major projects that got their start as grass roots efforts. The Wild Center, The Adirondack Public Observatory and the operation of Big Tupper Ski Area as a volunteer effort are just a few examples of these grass roots, volunteer based efforts. However, probably no single factor ever contributed more significantly to the growth and economic stability of Tupper Lake than the Sunmount Veterans Hospital. With an amazing display of community spirit the growing village raised \$20,000 dollars to purchase the 160 acre Hosley Farm and then offered it to the Federal Government for a \$1. The offer was accepted on June 26, 1922 and the Veterans Hospital was built. Today, Sunmount exist as a development center and is still a life blood for the community.

Today, tourism plays a vital roll in the economy of Tupper Lake. The beautiful surrounding landscape is a playground for campers, paddlers, fishermen, hikers, bikers, golfers, snowmobile enthusiasts and more. The area also plays host to an exciting selection of special events, cultural festivities, athletic competitions that are widely attended by visitors and locals.

## SCOPE OF WORK

### Destination Planning

1. Work in conjunction with the Town of Tupper Lake, Village of Tupper Lake and Tupper Lake Chamber of Commerce to position Tupper Lake as a "Tourism Destination Area."

*A Tourism Destination Area (TDA) is defined by the North County Regional Economic Development Council as "a community (or group of communities) that have the critical mass of attractions, amenities, tourism support services, accommodations and infrastructure that enable them to sustain their economy and quality of life in the tourism economic sector. These are centers of activity and enterprise along the Byways and Blueways of the North County in a broadly defined "community" that demonstrates a commitment to making tourism a key economic driver by having engaged in tourism development planning and having initiated local projects whose primary goal is tourism demand generation. The designation as a TDA is an economic development tool to help provide communities with access to programs, financing and opportunities to advance their tourism-related economy."*

2. Identify and assess an inventory of Tupper Lake's tourism and attraction assets.
3. Identify and assess an inventory of special events and/or celebrations in Tupper Lake that have the potential to attract people to Tupper Lake.
4. Identify and develop community and regional partners that will assist in leveraging Tupper Lake's identity, tourism assets and opportunities to increase tourism in the Adirondack region.
5. Identify and assess all tourism gaps, strengths, weaknesses, opportunities and competitive threats.

6. Identify and assess Tupper Lake's tourism infrastructure capacity and the capacity for expansion to meet future tourism needs.
7. Provide analysis and establish corresponding links to Tupper Lake's 2013 Revitalization Action Plan.

#### Destination Marketing

1. Identify, implement and assess all reasonably viable advertising and marketing mechanisms necessary for a successful destination marketing plan.
2. Measure and evaluate the progress of the destination marketing plan in categories such as tourism activity, referral generation, website analytics, sales tax generation, and Tupper Lake's return on investment.
3. Provide quarterly status reports to the Town of Tupper Lake, Village of Tupper Lake and Tupper Lake Chamber of Commerce on the progress of the destination marketing plan.
4. Work in conjunction with the Tupper Lake Chamber of Commerce to operate The Tupper Lake Visitor's Center.
5. Work in conjunction with the Tupper Lake Chamber of Commerce to develop and manage Tupper Lake's tourism website [www.tupper-lake.com](http://www.tupper-lake.com).
6. Identify and implement cooperative marketing opportunities for Tupper Lake that will link Tupper Lake to regional marketing programs.
7. Develop cooperative marketing opportunities and educational opportunities for stakeholders.

#### **PROPOSAL REQUIREMENTS**

Proposals are requested to be concise and should include:

1. An electronic copy of the proposal should also be included in the packet
2. Executive Summary to include the main points of the proposal.
3. Brief organizational profile, including background and experience of the firm (including a minimum of two examples that relate to the above reference work requests)
4. Proposed operation plan and project schedule.
5. Cost estimates and billing cycle.

#### **RFP SCHEDULE**

The following is an outline of the anticipated schedule for proposal review and contract award:

- Issue RFP 2/20/14
- Receive proposals 3/6/14
- Complete proposal evaluation 3/6-3/11/14

- Execute contract TBD

## PROPOSAL EVALUATION AND SELECTION

Proposals will be evaluated by a review committee based on the following criteria:

1. Understanding of the work required.
2. Quality and nature of proposed programs to be implemented for marketing services.
3. Proposer's experience in marketing and destination planning services.
4. Recent experience in successfully performing similar services.
5. Proposed approach in completing the work.
6. Proposed compensation.

6. Approve policy for cell phone re-imbursement:

Supervisor Littlefield explained the town really never had a policy in place for cell phone re-imbursement. There are four people in the town right now this pertains to, Code Officer, Youth Activity Director; Town Justice & Dog Control Officer.

## Resolution # 8 - 2014

### MOBILE DEVICE STIPEND/USE POLICY

**Background:** The Town of Tupper Lake recognizes that the performance of certain job responsibilities may be enhanced by or may require the use of a cell phone.

The Town will issue a stipend for those employees who hold positions where the duties of that position require the use of a cell phone or mobile device. This stipend is meant to off-set the overall costs of the mobile device ownership, not cover the costs in full.

#### **Policy:**

Employees who hold positions that include the need for a mobile device may receive a stipend to compensate for business-related costs incurred when using their individually owned cell phones.

#### **Stipend Plan:**

The stipend will be paid as a flat rate per month of \$25.00. The stipend is neither permanent nor guaranteed. The Town reserves the right to remove a participant from this plan and/or cancel the plan if there is insufficient budget to meet the plan costs.

#### **Employee Rights & Responsibilities:**

The employee is responsible for purchasing a mobile device and establishing a service contract with the provider of his/her choice. The contract is in the name of the employee, who is solely responsible for all payments to the service provider.

Because the mobile device is owned, the employee may use the phone for both business and personal purposes, as needed.

An employee receiving a stipend must be able to show, if requested by the Town Supervisor, a copy of the monthly access plan charges and business related use and further consents to the Town Supervisor, or her designee, obtaining records of calls, texts, email and any other content received or transmitted over the phone as may be required by the Town for any Town purpose, as determined in the Supervisor's sole discretion. If the employee terminates the wireless contract at any point, s/he must notify the Town Supervisor within 5 business days to terminate the stipend.

The Town does not accept any liability for claims, charges or disputes between the service provider and the employee and the employee indemnifies, defends and holds harmless the Town for any damages that occur to the Town as the result of employee’s use of the phone. Use of the mobile device in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination of the stipend. An employee receiving a stipend must assist the Town in providing access to information about or contained on the mobile device covered by this policy in response to requests for such data or information by third parties as required by Federal and/or State Law.

Employees shall delete all Town data from the device when their employment with the Town is severed, except when required to maintain that data in compliance with litigation or at the request of the Supervisor.

**Town-Owned Cell Phones:**

The Town may own and retain a limited number of cell phones for emergency, disaster recovery, and/or other business purposes.

Requests for Town owned cell phones must be approved by the Town Supervisor. Personal use of town owned cell phones shall be for emergency purposes only.

**Cancellation:**

Any stipend will be immediately cancelled if an employee receiving a cell phone stipend terminates employment with the town or in the event the employee changes job positions.

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**Request for cell phone use stipend:**

Date: \_\_\_\_\_  
Employee Name: \_\_\_\_\_  
Employee Position: \_\_\_\_\_

Approved by: \_\_\_\_\_, Town Supervisor  
Date: \_\_\_\_\_

**Request for Town owned cell phone:**

Date: \_\_\_\_\_  
Employee Name: \_\_\_\_\_  
Employee Position: \_\_\_\_\_

Approved by: \_\_\_\_\_, Town Supervisor  
Date: \_\_\_\_\_

**Employee Acknowledgment:**

I certify that I have read and understand the Mobile Device Stipend/Use Policy as set forth above and I will act in compliance with said policy.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Approved by Town Board \_\_\_\_\_ Effective Date \_\_\_\_\_

**Date:** February 13, 2014  
**Motion:** Councilman Dechene  
**Seconded:** Councilwoman Lefebvre  
**Action:** Carried 5/0 vote Littlefield, Quinn, Dechene, Lefebvre & Skiff

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Laurie J Fuller – Town Clerk RMC

7. Approve Minutes:

Town Clerk provided each board member a drafted copy of minutes dated December 27, 2013 for approval.

Motion to approve minutes as written for meeting dated December 27, 2013 was made by Councilman Quinn.

Seconded by Councilwoman Lefebvre

Due to not be present at meeting Councilman Dechene & Councilman Skiff abstain

All Town Board Members voted 3/AYE Littlefield, Quinn & Lefebvre  
2/ABSTAIN Dechene & Skiff

8. Approve Town Court’s  
Annual Report:

**TOWN JUSTICE’S ANNUAL REPORT – 2013 FISCAL YEAR**

MONTH	AMOUNT	DEPOSIT	CK#
January	\$11,440.00	\$11,440.00	1108
February	\$6,355.00	\$6,355.00	1109
March	\$10,605.00	\$10,605.00	1110
April	\$13,905.00	\$13,905.00	1112
May	\$13,319.00	\$13,319.00	1113
June	\$8,095.00	\$8,095.00	1115
July	\$7,938.00	\$7,938.00	1117
August	\$10,436.00	\$10,436.00	1118
September	\$9,999.00	\$9,999.00	1120
October	\$12,549.00	\$12,549.00	1125
November	\$7,173.00	\$7,173.00	1126
December	\$6,175.00	\$6,175.00	1127
TOTAL \$117,989.00			

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Leonard F. Young III – Town Justice

**RESOLUTION #7 – 2014**

RESOLUTION AUDITING TOWN COURT’S RECORDS AS PER REQUEST  
FROM STATE OF NEW YORK UNIFIED COURT SYSTEM

**WHEREAS;** the State of New York Unified Court System has requested the Town Audit the Town of Tupper court’s records annually and,

**WHEREAS;** at a Town Board Meeting held February 13, 2014 the Town Board reviewed court records for the year 2013 and passed a resolution approving the auditing Justice Leonard F. Young III court’s records to be satisfactory.



**Date:** February 13, 2014

**Motion:** Councilman Dechene

**Seconded:** Councilman Skiff

**Action:** Carried 5/0 vote

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Laurie J. Fuller – Town Clerk RMC

9. Approve Town Clerks  
Annual Report:

**TOWN CLERK’S ANNUAL REPORT – 2013 FISCAL YEAR**

**CASH RECEIPTS:**

Sporting License	\$1,045.64
Dog Licenses	\$723.00
Dog Fines	\$40.00
Marriage Licenses	\$300.00
Bingo/GOC Licenses	\$415.00
Bingo Fees	\$100.65
Searches & Certified Copy	\$3,081.00
Building Permits Issued	\$19,952.00
Little Wolf Beach	\$60,544.47
Summer Day Camp	\$9,810.00
Soccer Program	\$1,780.00
Baseball Program	\$1,425.00
Softball Program	\$645.00
X-Cross Country Skiing	\$5,014.00
X-Cross Trail Fund	\$824.00
Volley Ball	\$320.00
Garden	\$287.50
Soccer Sponsors	\$1,000.00
Baseball Sponsors	\$700.00
Softball Sponsors	\$200.00
Swim Lessons	\$1,580.00
Paintball	\$125.50
Miscellaneous	\$2,255.86

TOTAL 2013 LOCAL SHARES REMITTED     \$112,168.62

**CASH DISBURSEMENTS**

NYS Department of Health	\$900.00
NYS Department of Agriculture & Markets	\$188.00
NYS Comptroller (Bingo)	\$562.50
NYS Comptroller (Games of Chance)	\$60.00
NYS Decals	\$19,162.36

TOTAL 2013 NON-LOCAL REVENUES     \$20,872.86

**TOTAL STATE, COUNTY & LOCAL REVENUES                     \$133,041.48**

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Laurie J. Fuller – Town Clerk

Motion to approve Town Clerks Annual report for 2013 was made by Councilman Dechene

Seconded by Councilwoman Lefebvre

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre & Skiff

10. Code Officer's report:

Monthly Report  
January 2014

3 Building Permits issued in January

3 Complaints filed

Completed 12 field inspections

January 2014 miles logged 84

At the Village of Tupper Lakes request and approval of Supervisor Littlefield I will be as of January 21, 2014 the interim Code Official for the Village of Tupper Lake. Pete Edwards is on medical leave.

I will be attending the Adirondack Code Enforcement Officials Conference held in Lake Placid on March 3<sup>rd</sup> to the 6<sup>th</sup>, 2014. This conference provides the opportunity to fulfil the state mandated 24 hours of annual continuing education requirements.

Please contact me with any questions or concerns.

Respectfully submitted:

Paul O'Leary  
Code Enforcement Officer  
Town of Tupper Lake

Motion to approve Code Officer's Monthly report was made by Councilman Skiff

Seconded by Councilman Quinn

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre & Skiff

11. Youth Activity Director's  
Monthly Report:

## **Recreation Report 02-13-14**

**HOORAY SNOW** – With the new snow we're able to be up and running at the country club. We also have two back-to-back events. The first is Saturday and is the 'Ski, Sled, and Shoe Relay.' The next weekend will be the running of the Lumberjack Scramble. If anyone can volunteer on either or both of these days it would be much appreciated.

**WEBSITE** – Still a work in progress but is coming together well. Please do not hesitate to let me know of any items or forms you would like to see on the site.

**EMAIL/DOMAIN** – Through Godaddy.com we have purchased the domain name townoftupperlake.com. The email portion is complete and if the press would like a copy of the new addresses I have those available.

**SUMMER EMPLOYMENT –** By the end of this month I will begin advertising for summer employment. Last year we had 5.5 summer counselors. I would like to go with 5 this year. As for lifeguards, I was looking to hire 8. Four-fulltime and four part-time. This includes the head lifeguard and swim instructor. Also the swim program is going to be totally revamped this year. After considering the advice of participants and brainstorming ways to accommodate more I’ve come up with a solution that should satisfy more.

**DESIGNATED PHOTOGRAPHER –** In addition to advertising for employment I’m also going to advertise and set deadline for photographers to submit a RFP for service. You may recall the sheet I distributed a few meetings ago. At the March meeting I’ll go over the proposals and you can decide from there.

**PLAYGROUND EQUIPMENT –** I wasn’t sure if we had anything allocated to add a piece of equipment to the playground but at your side is a couple recommendations.

**SAFETY PLAN –** I’ve had to revamp the summer camp safety plan. This is a 27-page document that set procedure in protocols in place. It is required by the Department of Health and each year tweaks and changes need to be made.

**VOLUNTEER –** In an effort to recruit volunteer coaches I’ve begun to put together a training camp of sorts for softball, baseball and soccer coaches. This will take place in late April. It’s not so much of a camp or clinic as it is an informal session to recruit helpers. Often times people are hesitant to commit because of scheduling concerns and also a fear that they lack the knowledge to coach. Hopefully this get together will alleviate any concerns.

**EXECUTIVE SESSION (PERSONNEL) -**

Motion to approve Youth Activity Director’s Monthly report was made by Councilman Quinn

Seconded by Councilman Dechene  
All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre, Skiff

12. Dog Control Officer’s report:

Town of Tupper Lake  
Dog Control Report

For the Month of: December

Date: 12-31-2013

Complaints Received	3
Complaints Answered	3
Dogs Captured	0
Dogs return to owner	0
Dogs turned over to DCO	0
Dogs transported to Humane Society	0
Dogs Adopted	0
Dogs Euthonized	0
Dogs treated by Vet	0
Dangerous Dog Complaints	0
Tickets issued	0

Mileage 15      DCO Shaheen R Shaheen

Report prepared by Shaheen R Shaheen DCO

Town of Tupper Lake  
Dog Control Report

For the Month of: January

Date: 1-31-2013

Complaints Received	6
Complaints Answered	6
Dogs Captured	3
Dogs return to owner	3
Dogs turned over to DCO	2
Dogs transported to Humane Society	0
Dogs Adopted	0
Dogs Euthonized	0
Dogs treated by Vet	0
Dangerous Dog Complaints	0
Tickets issued	0

Mileage 28      DCO Shaheen R Shaheen

Report prepared by Shaheen R Shaheen DCO

Motion to approve Dog Control Officer’s reports for December 2013 & January 2014 was made by Councilman Quinn

Seconded by Councilman Skiff  
All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre & Skiff

13. Approve Bookkeeper to the Supervisor  
To attend 3-day conference:

Motion to approve Bookkeeper Samantha Burnett to attend 3-day NYSGOFA conference in Albany was made by Councilman Quinn

Seconded by Councilwoman Lefebvre  
All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre & Skiff

14. Approve Local Government Day Conference

Motion to approve any member of the Town Board, Planning Board, Zoning Board & Board of Assessment Review Board to attend Local Government Day Conference in Lake Placid on April 9, 2014 was made by Councilman Dechene

Seconded by Councilman Skiff  
All Town Board Member voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre & Skiff

15. Resolution eliminating Health Insurance  
Benefits for Supervisor & Council:

**Resolution 9 / 2014**

**WHEREAS**, New York State General Municipal Law Section 92-a authorizes a town to provide health insurance for its officers and employees, or groups thereof, and their families, and in its discretion to pay all, non or any percentage of the cost thereof; and

**WHEREAS**, the town board, by resolution may change, modify or eliminate any insurance benefit offered by the town to the supervisor and town councilpersons is subject to change or discontinuance by resolution of the town board; and

**WHEREAS**, the town board, in the exercise of the discretion granted to it by General Municipal Law Section 92-a, and in the interests of fiscal prudence, wishes to terminate the benefit of the town paying any cost of health insurance, including dental and vision coverage for the town supervisor and town councilpersons, except Councilwoman Kathleen Lefebvre who has been receiving the benefit of dental coverage and vision coverage. Mrs. Lefebvre will continue to receive such benefit and further continue to reimburse the town one half of the premium cost on a monthly basis until the expiration of her current term or until December 31, 2015 whichever date comes first.

**NOW THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Tupper Lake, that current and future town board members, including the town supervisor, whether elected or appointed, will no longer be eligible for health insurance, including dental and vision coverage and any town policy to the contrary enacted prior to the date of this resolution is hereby rescinded; and it is further

**RESOLVED**, that this resolution shall take effect immediately.

Date: February 13, 2014

Motion: Councilman Dechene  
Seconded: Councilman Quinn  
Action: Carried 5/0 vote Littlefield, Quinn, Dechene, Lefebvre & Skiff

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Laurie J Fuller – Town Clerk RMC

16. Rescind Resolution #4/2014

Supervisor Littlefield explained the State Comptroller's office refers to Town Law, authorizing the Town Supervisor and in absent of the Town Supervisor the Deputy to be the official signer of checks. Previously two signatures were required and board members were signers.

**Resolution #4 / 2014**

Of

THE TOWN BOARD OF THE TOWN OF TUPPER LAKE  
FRANKLIN COUNTY, NEW YORK

**WHEREAS**; the Town's local depository is Community Bank, NA located at 314 Hosley Ave Branch (136) in Tupper Lake, New York 12986, and

**WHEREAS**; at a regular Town Board meeting held January 2, 2014, Board members passed a resolution authorizing signers of Town Board members to all Town bank accounts, including Town Clerks accounts, (Accounts Payable, Small Cities, Trust, Big Tupper Escrow, MMA, Town Clerk & Tax Collector account) as per documentation in Corporate Authorization Resolution provided by Community Bank.

Date: January 2, 2014

Motion made by: Councilman Dechene

Seconded: Councilman Quinn

Action: Carried 4/0 vote Littlefield, Quinn, Dechene & Lefebvre

seal

\_\_\_\_\_  
Laurie J Fuller Town Clerk RMC

Motion to rescind resolution #4 of 2014, authorizing signatures for town bank accounts was made by Councilman Quinn.

Seconded by Councilman Dechene  
All Town Board Members voted 5/0

17. Corrected Bank Resolution Authorizing  
Signatures on Town Bank Accounts:

**RESOLUTION #10 – 2014**

Of

THE TOWN BOARD OF THE TOWN OF TUPPER LAKE  
FRANKLIN COUNTY, NEW YORK

**WHEREAS;** the Town’s local depository is Community Bank, NA located at 314 Hosley Ave Branch (136) In Tupper Lake, New York 12986,

**WHEREAS;** at a regular Town Board meeting held February 13, 2014, Board members passed a resolution authorizing signers of all Town Bank accounts, (Accounts Payable, Small Cities, Trust, Big Tupper Escrow, MMA) to be Supervisor Patricia S. Littlefield, or Deputy Supervisor John Quinn. Only one signature is required.  
(Tax Collector & Town Clerk’s account) signers will be Town Clerk/ Tax Collector Laurie J Fuller or Deputy Town Clerk/Tax Collector Donna Maliszewski. Only one signature required.

Date: February 13, 2014

Motion: Councilman Quinn

Seconded: Councilman Dechene

Action: Carried 5/0 vote Littlefield, Quinn, Dechene, Lefebvre & Skiff

\_\_\_\_\_  
Laurie J Fuller Town Clerk RMC

**RESOLUTION #10b – 2014**

Of

THE TOWN BOARD OF THE TOWN OF TUPPER LAKE  
FRANKLIN COUNTY, NEW YORK

**WHEREAS;** one of the Town’s depositories is NBT Bank located at 209 Lake Flower Ave. P.O. Box 629, Saranac Lake, New York 12983,

**WHEREAS;** at a regular Town Board meeting held February 13, 2014, Board members passed a resolution authorizing signers of Town of Tupper Lake General Fund to be Supervisor Patricia S. Littlefield, or Deputy Supervisor John Quinn. Only one signature is required.

Date: February 13, 2014

Motion: Councilman Quinn

Seconded: Councilman Dechene

Action: Carried 5/0 vote Littlefield, Quinn, Dechene, Lefebvre & Skiff

\_\_\_\_\_  
Laurie J Fuller Town Clerk RMC

18. Bids for Appraisal for  
Setting Pole Dam:

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Town of Tupper Lake, Franklin County, New York seeks bids for the appraisal of the real property and improvements know as Setting Pole Dam located at Racquette River Outlet consisting of 7.05 acres, tax map parcel #489.-1-3. The Town Board will accept sealed bids until Monday, February 10, 2014 at 1:00 P.M. at which time all bids will be opened and read publically. Bids must be sealed and should also include a non-collusive certificate. Request for proposals shall be submitted to the Town Clerk 120 Demars Blvd. Tupper Lake, New York 12986.

Successful bidder will be required to submit completed appraisal within 60 days following notice of bid award.

The Town reserves the right to reject any and all bids

By order of the Town Board of the Town of Tupper Lake New York by Laurie J Fuller, Town Clerk

2/10/2014

\_\_\_\_\_  
Date

Bid opening for: Appraisal of Setting Pole Dam

Name	Submitted Bid
Armstrong Appraisals, LLC C/O David Fontana	\$8,100.00
Advanced Appraisals C/O Richard Ley	\$6,450.00
_____	_____
_____	_____
_____	_____

Date of Opening    2-10-2014  
Time of Opening    1:05 P.M.

**Members Present:**    Supervisor Patricia S. Littlefield  
  
                                  Town Clerk Laurie Fuller  
  
                                  Assessor/Code Officer K. Paul O’Leary  
  
                                  \_\_\_\_\_

**Bid was awarded to** Advanced Appraisals

Town of Tupper Lake  
120 Demars Blvd.  
Tupper Lake, NY 12986

Town Clerk

Date: February 13, 2014

Motion: Councilman Quinn

Seconded: Councilman Dechene

Action: Carried 5/0 vote Littlefield, Quinn, Dechene, Lefebvre & Skiff

19. Appoint Board Members to Village Fire Committee:

Village Fire Commissioner, Rick Donah is requesting two town board members to the Village Fire Contract Committee.

Motion to appoint Supervisor Littlefield and Councilman Quinn to the Village Fire Contract Committee was made by Councilman Dechene.

### Seconded by Councilman Skiff

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre, Skiff

20. Appoint Board Member to Village DOT Road Committee:

The Village Board is requesting one town board member to be on the DOT Road Committee, Councilman Dechene has offered to be that person.

Councilman Quinn made a motion to appoint Councilman Dechene to the Village DOT Road Committee

### Seconded by Councilman Skiff

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre, Skiff

21. Approve Abstract of Audited Vouchers:

Abstract #2 Vouchers #2014-1 to 2014-33

<u>General</u>	\$36,074.80	<u>Fire District</u>	\$119,326.00
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<u>Highway</u>	\$11,633.19	<u>Special Districts</u>	\$2,462.86
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Highway Outside \$1,200.00

Total \$170,696.85

Motion to approve Abstract #2 of Audited Vouchers in the amount of \$170,696.85 was made by Councilman Quinn.

Seconded by Councilman Skiff

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre & Skiff

- ## 22. Country Club Restaurant Lease Agreement:

Town Attorney, Kirk Gagnier stated to the board there are a few changes to this agreement. The first being the annually fee has gone up to \$5,000.00 from \$3,000.00, a three year term versus a two year term, the use of the facility is April 15<sup>th</sup> to October 15<sup>th</sup>. The club will hire a vendor to clean club house each fall after closing. The cost will be split equally with licensee.

Because the Town owns the premises they need to consent to this agreement, Attorney Gagnier explained.

Resolution #11 - 2014

# LICENSE / LEASE AGREEMENT

**THIS AGREEMENT** made as of the 12<sup>th</sup> day of February, 2014 by and between the  
TUPPER LAKE COUNTRY CLUB, INC., a domestic corporation with offices at 141 Country Club



Road, Town of Tupper Lake, Tupper Lake, NY, party of the first part, hereinafter called the "Club", and Deborah Clark, the party of the second part, hereinafter called "Licensee",

**WITNESSETH:**

**WHEREAS** the Club has been granted a concession to operate the premises known as the Tupper Lake Country Club by the Town of Tupper Lake, hereinafter referred to as "Town", and

**WHEREAS** the Club has determined that it will be in the best interest to license the operation of the restaurant facilities at the Tupper Lake Country Club, and

**WHEREAS** the Licensee agrees to assume the operation of the restaurant facilities, beverage cart and "DOG HOUSE" ("Premises"),

**NOW, THEREFORE**, in consideration of the use of the Premises by the Club and Town to Lessee, and the sum of \$5,000.00 each year paid by Licensee to Club, the sufficiency of which is hereby mutually acknowledged, the parties hereto covenant and agree as follows:

1. a. The Club agrees to and hereby does license, and Licensee agrees to take and hereby does take, that portion of land and facilities granted to the Club by the Town under the concession agreement known as the Clubhouse for a term of six months each year of the license over a three year period, to wit 2014, 2015 and 2016. The occupancy shall commence on the 15th day of April, each such year and end on the 15th day of October, each such year. The license may be renewed upon mutual agreement of the parties.
- b. The Club agrees to and hereby does license, and the Licensee agrees to take and hereby does take the beverage cart operations and the operations of the outside food service area referred to as the "DOG HOUSE" for a term of six months. The license may be renewed by mutual agreement.
2. Licensee agrees to pay the Club as a license fee the sum of \$5,000.00 for the license period, to be paid as follows:
  - a. \$2,500.00 at the time of execution of this Lease and on February 28<sup>th</sup> each year thereafter; and
  - b. \$2,500.00 on the 1<sup>st</sup> day of July, 2014 and on the 1<sup>st</sup> day of July each year thereafter.
3. An event fee for each non-Club event held at the Club for non-Club members to be paid to the Club in advance of, during the month prior to, the event based on the following schedule:
  - a. Event 50 - 99 people = \$100.00
  - b. Event 100 - 124 people = \$250.00
  - c. Event 125 - 149 people = \$350.00
  - d. Event 150 – 200 people = \$500.00

Event fees are to be collected at the time of reservations and accounted for and remitted to the Club monthly, however, if an event is cancelled, the Club shall return any fees collected within five days of receiving notice of said cancellation. The Licensee agrees to provide the Club with an updated schedule of events on a monthly basis. Checks will be made out to the TLCC before the event takes place.

4. The parties agree that use of all furniture, furnishings, fixtures, utensils and equipment owned by the Club and located at the Clubhouse, are included in this agreement. The parties agree to split equally any expense of refinishing the main hardwood floor. Said task to be arranged by the Club. The Club shall send a statement to Licensee equal to one-half of cost or an amount not to exceed \$500.00, whichever is less, payable August 1<sup>st</sup> of each year.

5. The Club agrees

- a) to keep and maintain the plumbing, sewage, heating and electrical systems in good working order provided no repairs are occasioned by the neglect, negligence or misuse of the system by the Licensee in which case the Licensee shall be responsible for said cost. The Club shall be responsible for ensuring that the premises shall be up to code and shall provide a copy of a current Certificate of Occupancy. It is understood, however, that said premises shall not be open for business during the months of November, December, January, February and March of each year without express written permission of the Club. The Club accepts no responsibility for the maintenance of said systems during those months given any event;
- b) to see that all appliances, machinery and equipment in and about the premises which are fixed assets of the Club are in proper working order on April 15<sup>th</sup>. The Club shall have responsibility for the maintenance/repair thereof, except for repairs which shall be occasioned by the neglect, misuse or negligence of the Licensee in which case Licensee shall bear responsibility; and
- c) to furnish dinnerware service for at least 200 place settings.
- d) to provide the Licensee with a set of keys to the Premises. Club warrants that the

Licensee and the Club Chair shall be the only parties authorized to have access to the Premises. The Licensee's keys shall be returned to the Club at the end of the term of this license.

6. Licensee agrees

- a) to obtain and keep in force any and all licenses, including a liquor license, and permits as may be required by any governmental agency in the conduct and operation of the restaurant and bar;
- b) to comply with all laws, rules and regulations pertaining to the operation of the restaurant and bar and to pay any fees necessary to comply with same including necessary licensing of the beverage cart and "DOG HOUSE" operations;
- c) to keep the Clubhouse open for business every day from at least 11:00 a.m. until 10:00 p.m. during the months of July and August and from noon until 10:00 p.m. during the months of May, June, September and October. It is understood and agreed, however, that Licensee may close the restaurant during May, June, September and October by 8:00 p.m. when weather and other conditions indicate that it would be economically prudent to do so. The Licensee shall, to the extent that it is economically feasible, keep the "Dog House" open 11 am to 2 pm during

the months of July and August and during club events for the sale of food items and non-alcoholic beverages. The beverage cart will be in the parking lot at 3:30 on twilight nights and for club events, with regular rounds on the course for daily play. Any variation from this schedule should be approved by the Town Board or Club member that represents the Clubhouse prior to the variation. Licensee agrees to maintain a phone answering machine with weekly hours of operation listed;

- d) to open the Clubhouse by 7:00 a.m. for the purpose of selling coffee and breakfast foods during the Annual Tupper Lake Open tournament and during other special events as may be designated by the Club and approved by the Licensee;
- e) to take out and keep in force during the term of this agreement in which Licensee actually occupies the premises, adequate general liability insurance with a minimum limit of \$1,000,000.00 per occurrence and to name the Club and the Town thereon as additional named insured and to furnish the Club and the Town with proof that said policy has been issued and has coverage equal to or better than the minimum specified. A copy should be provided to the Club Board as proof before the first day of business;
- f) to protect, defend and hold the Club and the Town harmless from any and all claims, liability and damage of whatsoever kind of nature arising out of or in connection with the maintenance, operation or use of the facilities and/or equipment by Licensee, its agents, employees, designees, invitees or guests;
- g) to require all employees be neatly and cleanly dressed in clothing appropriate to the operation of a fine restaurant;
- h) to keep the interior of the premises and kitchen area neat, clean and in compliance with any governmental regulations; and to clean up and remove debris from the lawns and parking lot in the immediate vicinity of the Clubhouse;
- i) to dispose of Licensee's garbage that may be placed in the garbage bin adjacent to the Clubhouse;
- j) to promptly pay when due all fuel, electric, water, cable/satellite and telephone charges as the same are billed to the Club or to Licensee in connection with the restaurant facilities;
- k) to at all times provide for adequate service to the Club members and their guests. Whenever any activity shall be conducted on the premises which is not sponsored by the Club, such as wedding receptions and other private parties, Licensee will provide for suitable and adequate service to the members and guests by reserving and setting aside an appropriate area for them. For those events booked with fewer than 150 people, the bar area will remain open for members and guests during such events;
- l) Licensee agrees to apply for an on premises liquor license or renewal and any license or renewal required for the Golf Cart service by March 1 of each year of this Agreement.
- m) not to assign any rights or obligations under this agreement or any part thereof, without prior written consent of the Club and the Town;
- n) not to make any alterations or improvements or install fixtures to the licensed premises without the prior written consent of the Club and the Town. Any alterations, improvements or fixtures installed by Licensee shall become property of the Club and the Town. The Club and the Town shall not be liable or pay to Licensee any reimbursement or set off against rent for any such improvement or the construction or installation costs thereof;
- o) to surrender up, at the end of the term thereof, the licensed premises and the Club-owned equipment and personal property covered by this agreement in good order and condition, reasonable wear and tear excepted;
- p) to replace any glass, dinnerware, silverware, furniture, fixtures or furnishings owned by the Club and purchased subsequent to this Agreement, which may be lost or broken during the term of this Agreement or occupancy by Licensee. The parties may mutually agree in writing to waive such replacement in lieu of other equipment, furniture or fixtures acquired by Licensee and to remain on the licensed premises;
- q) to refrain from harboring any animals or other pets upon the premises, and to not engage in or allow any illegal or offensive activity on the premises;

- r) to consistently operate the beverage cart and "DOG HOUSE" operations, for the convenience of the members and golfing public; and
  - s) that any violation of this agreement will be addressed with a warning. A second violation of the same or similar nature will result in the termination of this lease and forfeiture of all monies paid to date per paragraph 2 of this agreement.
  - t) tenant shall provide the Club with a list of future bookings for the following year should this lease terminate at the end of the year.
7. The parties hereto specifically recognize, covenant and agree that Licenses is, and shall continue to be, throughout the term of this agreement an independent contractor and neither Licensee nor any of Licensee's employees, contractors or agents shall be deemed to be employees of the Club.
  8. The parties further agree that in all dealings, negotiations, and interchange between the Licensee and the Club, Licensee will report to and/or deal with only the Chair of the Club's House Committee or a designated committee member and need not confer with or account to any other member, officer or director of the Club.
  9. It is further agreed between the parties that the Licensee has commercial use of the facility each year from April 15 to October 15. Any use or entry into the facility from November 1 to March 31 is to be with the Tupper Lake Country Club Board of Directors' and the Town Board's full approval, with the understanding that the Licensee will require access prior to March 31 for permitting and cleaning.
  10. It is further agreed between the parties that if during the term of the license the premises shall be damaged or destroyed by fire or other cause so as to render the premises unfit for occupancy or impossible to conduct the business of Licensee thereon, or in the event such damage cannot be repaired with reasonable diligence within 30 days from the happening of such injury, then the Club may terminate this agreement and the term herein provided from the date of such damage or destruction, and Licensee shall immediately surrender the premises and all interest therein to the Club; and, if the damage or destruction occurs after July 15 in any given year, Licensee shall pay a license fee pro-rated to the time of such damage or destruction, however, if the damage or destruction occurs prior to July 15 in any given year then there shall be no license fees due. If the premises can be restored within 30 days from the happening of the injury thereto and the Club elects to so repair or restore said premises, then this agreement shall not end or terminate on account of such injury or damage, but the license fee shall not run or accrue after the damage and during the process of repairs, and up to the time when the repairs shall be completed, except only that Licensee shall during such time pay a pro-rata portion of such license fee apportioned to that part of the premises which may be actually occupied during such repair period. If, however, the premises shall be so slightly injured or damaged as not to be rendered unfit for occupancy as determined by the Town's Code Enforcement Officer, then the Club shall repair the same with reasonable promptness, and in that case the license fee shall not cease or be abated during the repair period. All improvements or betterment's placed by Licensee on the premises shall, however, be repaired or replaced by Licensee at his/her/it's own expense and not at the expense of the Club.
  11. The Licensee agrees to be bound by provisions of the agreement between the Tupper Lake Country Club and Coca-Cola Bottling Company of New England dated July 12, 1999, as amended, while in force.
  12. In the event that the Licensee terminates this Agreement without the approval of the Club's Board of Directors prior to the expiration of this agreement, as referenced in

paragraph 1 hereof, the fees paid per paragraph "2" of the agreement and the floor and cleaning deposits shall be retained by the Club as liquidated damages for early termination as the Club's sole remedy.

13. A cleaning deposit will be due by the Licensee in the amount of \$500.00 by August 1<sup>st</sup> of each year. The Club shall select a third party vendor to clean the Clubhouse each fall after the close of the Clubhouse. It is anticipated that the cost shall be \$1,000.00 or less for this service. The Club shall equally split this cost with the Licensee. In the event the cleaning service is less than \$1,000.00 the Licensee shall be credited half the difference toward next year's deposit. If any refund is due Licensee in the last year of the License and the License is not renewed, the refund shall be paid to Licensee. In the event that the cost is greater than \$1000.00, then the Club shall invoice the Licensee for Licensee's proportionate share due, provided however, in no event shall the Licensee be liable for excess costs over a total of \$100.00 (in addition to the \$500.00 deposit) in any given year. The parties agree that if the costs are to exceed \$1,200.00 per year based on quotes received by the Club, that the parties shall re-negotiate this clause in good faith. It remains the responsibility of the Licensee to leave the premises broom clean at the close of business each year prior to the cleaning service entering the Clubhouse to clean.
14. In the event that the Licensee shall be deemed by the Club to be in substantial violation of any terms or provisions of this agreement, the Club shall give written notice to Licensee of such determination. In the event such violation is not corrected or cured within 5 business days after receipt of such notice by Licensee the Club may terminate this Agreement.
15. The Club may terminate this agreement if, for any reason, the Club's concession agreement with the Town of Tupper Lake is terminated.
16. It is agreed by and between the parties hereto that notwithstanding any other term or provision set forth herein, this agreement shall not be effective as between the parties hereto until the Town Board of the Town of Tupper Lake, Franklin County, New York consents thereto.
17. This agreement may not be amended except by written agreement signed by the parties hereto.
18. This agreement may be assigned to an entity or entities solely owned by the Licensee with the approval of the Club.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 27<sup>th</sup> day of February, 2014.

Date: February 13, 2014

TUPPER LAKE COUNTRY CLUB, INC.:

Motion: Councilman Quinn

Seconded: Councilman Dechene

Action: Carried 5/0 Vote

Littlefield, Quinn, Dechene, Lefebvre, Skiff

By: Steve Gagnon

Its: President

LICENSEE:

\_\_\_\_\_  
By: Deborah Clark

TOWN OF TUPPER LAKE

\_\_\_\_\_  
By: Patricia Littlefield  
Its: Supervisor

Funding Timeline: Payable to Tupper Lake Golf Club

- 1. \$2,500.00     ½ License payment at the time of execution of the License and by February 28<sup>th</sup> each successive year.
- 2. \$2,500.00     ½ License payment due July 1, 2014 and July 1<sup>st</sup> each successive year.
- 3. \$ 500.00     Cleaning deposit August 1, 2014 and August 1<sup>st</sup> each successive year.
- 4. \$ 500.00     Floor refinishing August 1, 2014 and August 1<sup>st</sup> each succeeding year.

23. Town Board Member attend Village board Meeting:

Motion for one Town Board member to attend Village Board meetings was made by Councilman Dechene.

Seconded by Councilman Skiff  
All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre, Skiff

24. Committee Appointment:

Motion to appoint Councilman Skiff to the Planning & Recreation Department Committee was made by Councilman Quinn

Seconded by Councilman Dechene  
All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre & Skiff

25. Mike Gaff's

Wish list for Littlewolf Campground:

Mike Gaff, Littlewolf Campground Caretaker presented board members with items he would like to have done this year total estimated cost is \$5,356.53

1. Upgrade sites to 50 AMP service	Estimated cost	\$2,531.00
2. Fireplaces		\$644.93
3. Repair Pavilion Roof		\$100.00
4. Replace all seals in flush handles and reseal all toilets		\$120.00
5. Repair of Big docks base		\$182.40
6. Re-anchor little dock with 2"x 6' Galvanized pipe		\$120.00
7. Fix spillway on dam		
8. Wash sink for pavilion		\$250.00
9. Guard rails or post on tent area sites		
10. New piece of playground equipment		
11. Work needed on Bathroom partitions		\$1,000.00
12. Over flow sites on tent side sites		
13. Need 5 more picnic tables		\$408.20
14. Remove dead trees and limbs sites 30,35,38,39,40		
15. Wi Fi		

Total estimated cost = \$5356.53

## 26. Committee Reports:

Councilman Dechene reported the **food pantry** is in need of some other source of heat besides base board heat, very concerned about it. Also look into getting new light fixtures through grant money the Village received. Code Officer Paul O’Leary will go check it out.

Councilman Quinn reported he had a tour of the **highway garage**, is also in need of some repairs, Highway Superintendent Bill Dechene will make a list.

## 27. Executive Session:

Motion to enter into executive session at 9:07 P.M. to discuss Assessment Litigation and Employee Union Contract was made by Councilman Dechene.

Seconded by Councilman Skiff

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre, Skiff

Motion to enter out of executive session and enter into regular meeting at 9:40 P.M. was made by Councilman Dechene.

Seconded by Councilman Quinn

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre, Skiff

## 28. Appoint board members to negotiation committee:

Motion to appoint Supervisor Littlefield and Councilman Skiff to the negotiation committee was made by Councilman Dechene.

Seconded by Councilman Quinn

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Lefebvre, Skiff

## 29. Adjournment:

Motion to adjourn at 9:41 P.M. was made by Councilman Quinn.

Seconded by Councilman Dechene

All Town Board Members voted AYE 5/0

